

Small Commercial – Ohio Electric Service Agreement Terms and Conditions

1. Energy Services: This Agreement together with the Enrollment Form, are Customer's agreement for Electric Generation Service with Volunteer Energy Services, Inc. ("VESI"). Please keep a copy of this agreement for your records. VESI is certified by the Public Utilities Commission of Ohio ("PUCO") to offer and supply Generation Service in Ohio. During the relevant term, VESI as a Competitive Retail Electric Service ("CRES") provider, shall supply and deliver to Customer all of the retail energy requirements at each Service Location identified on the Enrollment Form and any applicable Attachment A. The retail energy is delivered to the distribution system's interconnection point (each, a "Delivery Point") of the relevant electric distribution utility ("EDU") based on your usage, and the relevant EDU is responsible for delivery of the retail energy to Customer's meter at and from that point. The EDU will continue to read your meter, provide your monthly billing and respond to emergencies.

2. Definitions:

- "Competitive Retail Electric Service" or "CRES" provider means, as defined by Chapter 4901:1-21 of the Ohio Administrative Code, an entity that sells electric energy to retail customers in Ohio.
- "Generation Service" means the production of electricity.
- "Distribution Service" means the physical delivery of electricity to customers by the EDU.
- "Generation-Related Charges" means those charges or costs associated with the production, procurement and supply of electricity.
- "Transmission Service" means moving high voltage electricity from a generation facility to the distribution lines of an EDU.
- "Small Commercial Customer" means, as defined by Chapter 4901:1-21 of the Ohio Administrative Code and Section 4928.01(A)(19), Ohio Revised Code, an entity that is not a mercantile customer, namely, a commercial or industrial customer if the electricity consumed is for nonresidential use but the consumption is not more than 700,000 kWh per year or is not part of a national account involving multiple facilities in one or more states.

3. Rescission: Once Customer has been enrolled to receive Generation Service from VESI, Customer will receive a confirmation notice from Customer's EDU. Customer has the right to rescind Customer's enrollment without penalty within seven (7) calendar days following the postmark date of the confirmation letter by contacting Customer's EDU and following the instructions in the confirmation notice. Customer's right to rescind only applies when Customer initially switches to VESI, not upon any renewal of this Agreement.

4. Term (Length of Agreement): Customer's service from VESI will commence with the next available meter reading following the seven-day rescission period (unless otherwise noted in the Enrollment Form), the acceptance of the enrollment request by VESI (at its discretion and consistent with paragraph 13 below), and the processing of the enrollment by Customer's EDU. The Anticipated Start Month is set forth on the Enrollment Form. VESI shall not be liable for any lost savings or lost opportunity as a result of a delay in service commencement due to actions or inactions of the EDU. Unless otherwise terminated or renewed, the initial term of this Agreement shall continue until the last meter read for the term specified on Customer's Enrollment Form.

5. Eligibility: Small Commercial Customer accounts that are on the EDU's general service rate codes are eligible for this offer from VESI. All electric service offers are subject to credit approval and shall not become a final offer until VESI has approved the creditworthiness of Customer. Customer agrees that VESI may check Customer's credit with consumer credit reporting agencies and determine if Customer's credit standing is satisfactory before accepting Customer's enrollment request. VESI reserves the right to refuse enrollment to any Small Commercial Customer with an outstanding, unpaid electric bill. VESI will not require payment of any balance due another CRES provider as a condition of establishing credit or for providing service under this Agreement. VESI may establish creditworthiness by credit check and other legally accepted practices.

6. Pricing: During the Term of this Agreement, Customer agrees to pay VESI the fixed price per kilowatt-hours ("kWh") set forth on Customer's Enrollment Form for the combination of Generation Service and Generation-Related Charges. VESI reserves the right to reprice this Agreement if Customer's enrollment is not processed and completed within the Anticipated Start Month set forth on the Enrollment Form. If VESI reprices this Agreement, it will notify Customer in writing of the new price and Customer shall accept or reject the new price within five days of the notice. If Customer accepts or does nothing, the Agreement shall remain in effect at the new price. If Customer rejects this re-pricing, this Agreement shall be terminated without cost or penalty to Customer. Customer is solely responsible for the cost of installing and maintaining all metering at its service location(s) and shall bear all costs for any additional metering or equipment required by its EDU(s) or requested by the Customer. In addition to VESI's charges, Customer will be charged by Customer's EDU for Distribution Service and various other wires and utility charges. VESI shall pay taxes and all other costs associated with the electricity delivered prior to the delivery point (the EDU's distribution interconnect point(s) VESI tenders power to the EDU for distribution to the Customer's meter(s)), and Customer shall pay all taxes assessed against Customer at and after VESI's delivery of the retail electric energy to the relevant delivery point.

7. Billing and Payment: Customer will continue to receive a single monthly bill from Customer's EDU that will contain both Customer's EDU and VESI charges. The amount of electricity usage will continue to be measured or estimated by the EDU. Customer agrees to pay the bills in accordance with the EDU's billing and payment terms. VESI reserves the right to unilaterally modify this billing format/pricing in the event the EDU is unable or unwilling to provide consolidated billing in this format or changes the calculation of the Price to Compare. VESI does not offer budget billing. If Customer does not pay Customer's bill by the due date or if Customer fails to meet any agreed-upon payment arrangements, VESI may cancel this Agreement after giving Customer a minimum of fourteen (14) calendar days advanced written notice. Upon cancellation, Customer will be returned to Customer's EDU as a customer.

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8. Penalties, Fees and Exceptions: Customer's EDU may charge Customer switching fees. These will not be passed through to Customer. If Customer does not pay the full amount owed to VESI by the due date on each bill, VESI may charge 1.5% of the outstanding amount per month, or the maximum legally allowed interest rate, whichever is lower, until such payment is received by VESI. VESI reserves the right to require adequate assurances from Customer in the form of prepayment or another form of credit support in the event Customer has failed to make payments in accordance with the terms herein. Customer's requiring financial assurance will be required to post that assurance within three (3) business days of notice.

9. Cancellation/Termination: If this Agreement is not rescinded during the rescission period, Customer's enrollment will be sent to Customer's EDU. Thereafter, Customer may terminate this Agreement, without penalty if Customer moves out of the EDU service area or into an area where VESI charges different price, by providing VESI with a thirty (30) calendar days written notice of such move. Any failure to pay your bill shall be deemed a breach of this Agreement permitting VESI to terminate this Agreement upon fourteen (14) calendar days advance written notice. Customer will remain responsible to pay VESI for any electricity used before this Agreement is terminated, as well as any late payment charges. Customer's failure to pay EDU charges may result in Customer's electric service being disconnected in accordance with the EDU's tariff. There will be a charge for the termination or breach of this Agreement for any reason, except those non-penalty reasons expressly provided herein and for any termination under paragraph 20 below. The fee will be the positive difference, if any, between the fixed retail energy charge minus the lower of the then-current market price or the market price at the date of execution of this Agreement, multiplied by the remaining projected usage for the length of the agreement using Customer's most recent twelve (12) months of usage immediately prior to termination. The relevant market price will not be based on VESI's costs and the relevant market price can be below VESI's costs. The remittance amount shall only be due if its positive and shall be immediately due and payable by Customer. The Parties acknowledge and agree that any payment by Customer under this paragraph 9 constitutes a reasonable approximation of harm or loss to VESI and is not a penalty or punitive in any respect. Should Customer terminate service with VESI and return to the standard offer of service with Customer's EDU, Customer may not be served under the same rates, terms, and conditions that apply to other EDU customers.

10. Contract Expiration/Automatic Renewal: Not less than forty-five (45) calendar days prior to the end of the initial term VESI may provide a renewal notice electronically or otherwise in writing containing the proposed terms and conditions. Customer's failure to reject any renewal notice in writing within five (5) business days shall result in such Renewal Notice being deemed to have been irrevocably and unconditionally agreed to by Customer. If following termination or expiration of this Agreement, any of Customer's accounts remain designated by any EDU as being served by VESI, this Agreement will automatically renew on a month-to-month basis at a variable, index-based price per kWh, based on the actual price in the day-ahead market at PJM Interconnection LLC plus a retail margin adder. The variable, index-based price will include Generation Service charges and Generation-Related charges but will not include charges for Transmission or Distribution Service and other EDU charges, fees and taxes. No cancellation fee shall apply during the renewal period. Customer is responsible for arranging Customer's electric supply upon expiration of the Agreement.

11. Disputes Procedures: If you have a complaint, you may call VESI's Customer Support Line at (800) 977-8374 Monday through Friday (excluding holidays) from 8:30 AM through 4:30 PM. If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the public utilities commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). All customers have the right to contact the PUCO regarding complaints and disputes: The Ohio consumers' counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>. Upon resolution of the dispute, any required payment shall be made within five (5) business days of such resolution along with interest accrued at the per annum rate of eighteen percent (18%) or the maximum allowed under applicable law, whichever is less.

12. Miscellaneous: Customer has the right to request from VESI, twice within a twelve (12) month period, up to twenty-four (24) months of payment history, without charge. VESI will not release Customer's Social Security number and/or account number(s) without Customer's written consent, except for VESI's own credit evaluation, VESI's own collections and reporting, participating in programs funded by the universal service fund pursuant to Section 4928.54 of the Revised Code, or assigning Customer's Agreement to another CRES provider. VESI's environmental disclosure statement is available for viewing on our website www.volunteerenergy.com. VESI will also provide upon request. VESI may assign its rights, without Customer consent, to another, including any successor, subsidiary or affiliate, in accordance with the rules and regulations of the PUCO. VESI assumes no responsibility or liability for the following items that are the responsibility of the EDU: operation and maintenance of the EDU's electrical system, any interruption of service, termination of service, and deterioration of the EDU's service. In the event of a power outage Customer should contact Customer's EDU. Customer is responsible for providing VESI with accurate account information. If said information is incorrect, VESI reserves the right to terminate the Agreement. VESI reserves the right to return Customer to EDU if Customer's rate code is changed the account is no longer eligible for this program. Customer authorizes, but does not obligate, VESI to exercise Customer's governmental aggregation opt-out rights. If a third party has acted on behalf of the owner of the service location(s) and the third party did not have authority to execute and bind the service location(s) to this Agreement, VESI may assert any and all legal claims and pursue remedies against the third party for its actions. In the event a third party was involved in this Agreement, including, without limitation, a broker or a shopping website, or you are part of a municipal aggregation, the pricing herein may be inclusive of a broker fee.

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13. Customer Consent and Information Release: By choosing to accept this offer from VESI, Customer understands and agrees to the terms and conditions of this Agreement with VESI. Customer authorizes VESI to obtain information from the EDU that includes but is not limited to billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. This Agreement shall be considered executed by VESI following acceptance of Customer's enrollment request by VESI, the end of the seven-day rescission period, and the subsequent acceptance of the enrollment by Customer's EDU.

14. Governing Law and Waiver of Jury Trial: This Agreement shall be governed by the laws of the State of Ohio, without regard to its choice of law provisions. Any action arising out of this Agreement shall be filed in the Court of Common Pleas, Franklin County, Ohio. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE RIGHT TO TRIAL BY JURY OF ANY SIZE IS IRREVOCABLY WAIVED.

15. Changes in Law or Regulation: The Parties agree that VESI may increase or decrease the pricing for retail electric energy set forth above in the event of any increase in charges or costs to VESI related to any governmental action or action by the EDU, regional transmission operator or other regulated service that imposes changes on VESI after the Effective Date. Such charges may be related to capacity, transmission, ancillary services, taxes, rate classes, and any other related costs.

16. Severability: The various provisions of this Agreement are severable. Any provision or section of this Agreement declared or rendered void, unlawful, or otherwise unenforceable shall not otherwise affect the lawful obligations that arise under this Agreement.

17. Indemnity: VESI shall defend, indemnify, and hold Customer harmless against all claims and liabilities resulting from VESI's negligence or breach of this Agreement and arising prior to the delivery of the Retail Energy to the relevant Delivery Point, except to the extent such claims and liabilities arise out of Customer's negligence or breach of this Agreement. Customer shall assume full responsibility for any damages or losses relating to the delivery of the Retail Energy at and after its delivery to the relevant Delivery Point and shall defend, indemnify, and hold VESI harmless against all claims and liabilities arising at and after the delivery of the Retail Energy to the relevant Delivery Point, except to the extent such claims and liabilities arise out of VESI's negligence or breach of this Agreement.

18. Assignment: Customer shall not assign this Agreement or its rights without the prior written consent of VESI, which consent shall not be unreasonably withheld, conditioned or delayed.

19. On-site Generation. Under this Agreement, VESI does not offer an adjustment to the retail energy prices or provide credits to Customer for net-metering if the Customer has on-site generation facilities (e.g., solar panels) and Customer directs that electricity into the EDU's distribution and transmission systems. Installed on-site generation as recognized under Governing Law or regulatory rule(s) such as a solar panel to supply all or part of your electrical usage and is currently or will be net metered during the term of this Agreement must be disclosed in the Offer. If you plan to install new onsite generation that will be net metered during the term of this Agreement, you agree to provide VESI with sixty (60) days prior written notice for VESI to determine and/or confirm your net metering eligibility, and if eligible, to continue to serve you or to serve you at your current Rate. Unless prohibited by Governing Law or regulatory rule(s) applicable to this Agreement, failure to furnish this material information prior or subsequent to receiving electricity service under this Agreement may result in, at VESI's sole discretion, discontinuation of the enrollment of your account(s), adjustment of your offered Rate, or termination of this Agreement as an Event of Default under the Termination of Services provision of this Agreement.

20. Warranty and Force Majeure: VESI warrants title to all Generation Service delivered hereunder and sells such to Customer free from liens and adverse claims. THIS IS VESI'S ONLY WARRANTY CONCERNING THE SERVICES PROVIDED HEREUNDER AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE. EXCEPT AS PART OF ANY PAYMENT OF THE SETTLEMENT AMOUNT IN ACCORDANCE WITH THE TERMS HEREOF, NEITHER PARTY SHALL BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES. IN ADDITION, VESI'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE TOTAL OF THE FIRST TWO VESI INVOICES REFLECTING THE ENERGY COST SPECIFIC TO CUSTOMER'S METER READS AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE EXPRESSLY WAIVED. TO THE MAXIMUM EXTENT POSSIBLE UNDER LAW, ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE SHALL APPLY TO THE RETAIL ENERGY SOLD HEREUNDER. "Force Majeure" shall mean an event which prevents the claiming party (the "Claiming Party") from performing its obligations and is not within the reasonable control of, or the result of the negligence of, the Claiming Party, such as, but not limited to, acts of God; fire; flood; terrorism; breach by the EDU; electric grid interruption; earthquake; war; riot; or requirements, actions or failure to act on the part of governmental authorities. The non-Claiming Party shall not be required to perform its obligations to the Claiming Party for the period of the Force Majeure. If the Force Majeure continues for a period in excess of thirty (30) calendar days (an "Extended Force Majeure Event"), the performing Party may terminate this Agreement by providing the other Party written notice of the early termination, without the termination for an Extended Force Majeure Event constituting an Event of Default.